



Agenda Item #: \_\_\_\_\_

# Staff Report

## City of Manhattan Beach

**TO:** Honorable Mayor Montgomery and Members of the City Council

**THROUGH:** Richard Thompson, Interim City Manager

**FROM:** Ken Shuck, Interim Fire Chief  
Bruce Moe, Finance Director  
Gwen Eng, General Services Manager

**DATE:** October 19, 2010

**SUBJECT:** Consideration of an Amendment to a Services Agreement with U.C.L.A. to Provide Continuing Education and Quality Improvement to the Fire Department Paramedics in the Amount of \$27,605.88 per Year for the Next Two Years, No Increase Over Last Year.

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**RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to Article 4, Section 4.1 and Article 6, Section 6.1 of a Services Agreement between the City of Manhattan Beach and University of California Los Angeles (UCLA) to provide Continuing Education and Quality Improvement Services to the City's EMT's and EMT-Paramedics.

**FISCAL IMPLICATION:**

Sufficient funds are available in the Fire Department budget to extend this Agreement for an additional two-years at the agreed upon compensation.

**BACKGROUND:**

The City and UCLA entered into this agreement in July of 2001, and it has been renewed each year with agreed upon amendments as needed.

**DISCUSSION:**

This item came before City Council at the September 7<sup>th</sup> regular City Council Meeting. This item was pulled from the consent agenda and returned to staff for further analysis of cost comparisons with other fire departments in our area.

Redondo Beach Fire Department and El Segundo Fire Department also contract with UCLA and their costs are the similar to Manhattan Beach Fire Department. Fire Department Staff did a cost comparison study with five local fire departments not currently contracting with UCLA. Culver City Fire Department contracts for their Nurse Educator with a cost of \$45,000 per year, Santa Monica Fire Department employs a full time Nurse Educator for \$100,00 per year, Beverly Hills

also employees a full time Nurse Educator for \$118,000 per year, Torrance Fire Department employees a full time Nurse Educator for \$110,000 per year and Hermosa Beach employees a part time Nurse Educator for \$18,000 per year.

The data received indicates that our cost for contracting with UCLA is lower or equal to all cities surveyed with the exception of Hermosa Beach. It should also be noted that Beach Cities Health District has reimbursed the City of Manhattan Beach for the cost for our Nurse Educator for the past five years and has committed to reimburse the City again this fiscal year for the cost of our Nurse Educator.

The current proposed amendments are to extend the term of the Agreement through June 30, 2012 and fix compensation at last years rate of \$27,605.88 annually for the remaining two years of the Agreement. All other terms and conditions of the agreement shall remain in full force and effect.

This service is provided on a monthly basis for three shifts by Lyn Riley, M.ED, R.N.. The continuing education and quality improvement programs are required by the State of California and the County of Los Angeles for Paramedics and EMT's to remain licensed.

**CONCLUSION:**

Staff has found that the existing agreement with UCLA and Nurse Riley has been operationally effective and cost efficient, and therefore would recommend that the City Council approve the amendment to the service agreement.

- Attachment:   A. Service Agreement  
                  B. Proposed Amendments to Article 4, Section 4.1 and Article 6, Section 6.1

UCLA

And

CITY OF MANHATTAN BEACH

Services Agreement

This Agreement ("Agreement") is made and entered as of July 27, 2001 by and between The Regents of the University of California, a California corporation, on behalf of the UCLA Medical Center, Center for Prehospital Care ("UCLA") and MANHATTAN BEACH ("City"), on behalf of the Manhattan Beach Fire Department ("Department").

RECITALS

- A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine to maintain certification and licensure as EMT-Basic or EMT-Paramedic (collectively referred to as "CE Programs") and provides quality improvement services to maintain or enhance the quality of patient care (referred to as "QI Services").
- B. Department desires to utilize the services to maintain the certifications of their employees and to continue to deliver quality patient care to their community.

NOW THEREFORE, the Parties hereby agree as follows:

## Article 1

### Rights and Responsibilities of UCLA

- 1.1 **Provide a Nurse Educator ("Educator").** UCLA shall provide one Educator to Department to conduct CE Programs and QI Services. The Educator shall be subject to the mutual approval of both UCLA and Department.
- 1.2 **Provide CE Programs.**
  - 1.21 **Scheduling CE Programs.** CE Programs will be provided on each of three shifts monthly for three hours. UCLA shall develop a schedule and submit it to Department for approval. The schedule will provide a minimum of twenty-four (24) hours of continuing education for each Department EMT-Paramedic and twelve (12) hours of continuing education for each Department EMT-Basic. This will provide a Department Paramedic thirty-six (36) hours of continuing education annually if he/she attends all continuing education conducted on their scheduled shifts.
  - 1.22 **CE Program Content.** All Education Programs shall meet the criteria established by the County of Los Angeles and the State of California to fulfill EMT-Basic and EMT-Paramedic continuing education and recertification requirements. Content shall be developed in collaboration with Department.
- 1.3 **Provide QI Services.**
  - 1.31 **On Site Evaluation.** The Educator shall ride along and evaluate Department paramedics under field conditions and design and provide education to any specific needs identified.

disclosed, or is so designated in writing within thirty (30) days of such disclosure. The parties agree to disclose only information that is necessary to the work and to send such information directly to the parties noticed in Section 9 of this Agreement.

2.2 **Obligations of the parties.** The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party and that the Receiving Party shall only use, disclose or distribute Confidential Information within its own organization as is reasonably necessary to carry out the intent of this Agreement. For the period of the Agreement and for a period of five (5) years after disclosure, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information that:

2.21 is or shall have been known to the Receiving Party before his/her receipt thereof;

2.22 is or shall have been disclosed to the Receiving Party by a third party;

2.23 is or shall have become known to the public other than through the Receiving Party;

2.24 is independently created by the Receiving Party's personnel who have had no exposure to the Confidential Information; or

2.25 is required by law, regulation, a court of competent jurisdiction or any rules of civil procedure applicable to any court or administrative proceeding to be disclosed.

2.3 **Return of Confidential Information.** Upon the expiration or earlier termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information of the Disclosing Party and any copies made thereof, whether in written, electronic or any other form.

### Article 3

#### Rights and Responsibilities of Department

- 3.1 **Provide Space and Equipment.** Department shall provide a classroom sufficient to provide quality instruction, audiovisual equipment, and access to department equipment and supplies for the purposes of instruction.
- 3.2 **Designate QI Person.** Department shall designate a person responsible for QI Services in the Department and to receive the information under this agreement and direct the QI Activities ("QI Designee").
- 3.3 **Responsibility.** Department understands and accepts the responsibility for the clinical activities and care provided by its employees and agents and for the implementation of the QI Services under this Agreement.

## Article 4

### Term

- 4.1 The term of this Agreement shall commence on July 1, 2001 and be in effect through June 30, 2002. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in this Agreement.

## Article 5

### Termination

- 5.1 **Termination without Cause.** Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days notice to the names set forth in Article 9 below.
- 5.2 **Termination for Cause.** Either party may terminate this Agreement for cause or a material breach by providing the other party with thirty (30) days written notice to the names set forth in Article 9 below. If the breaching party fails to cure the breach, the termination shall be effective at the end of the thirty (30) day period.

## Article 6

### Payment

- 6.1 **Compensation for Services.** Department agrees to compensate UCLA for the services provided by the Educator under this Agreement. Department agrees to pay \$18,150.00 per year for the services covered under this agreement. UCLA shall bill \$1,512.50 monthly. At the end of each one year term, as set forth in section 4.1. UCLA shall increase the cost of services by 5% per year to cover cost

of living increases. Department shall pay this amount due within 30 days of receipt of the invoice from UCLA.

- 6.2 **Payment.** Any payment to UCLA made pursuant to this Agreement shall be made by check payable to the Regents of the University of California and mailed to:

Office Manager

UCLA Center for Prehospital Care

924 Westwood Blvd., Suite 720

Los Angeles, CA 90095-1369

#### **Article 7**

##### **Insurance**

- 7.1 The parties agree to obtain and maintain the insurance set forth in Exhibit A.

#### **Article 8**

##### **Indemnification**

- 8.1 Department and the City agree to defend, indemnify, and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Department, its officers, employees or agents.



8.2 UCLA agrees to defend, indemnify, and hold harmless Department and the City, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

## **Article 9**

### **Notice**

9.1 Any notice required to be given to any Party is deemed to have been given and to be effective on the date of delivery if delivered in person, or five days after mailing if mailed by first-class certified mail, postage paid, or on the date of the fax confirmation if made by fax, to the respective addresses given below or to any other address as designated in writing to the other Party:

**UCLA:**

Todd LeGassick

Managing Director

UCLA Center for Prehospital Care

924 Westwood Blvd., Suite 720

Los Angeles, CA 90095-1369

With a copy to:

UCLA Medical Center Legal Affairs

924 Westwood Blvd., Suite 740

Los Angeles, CA 90095

**Department:**

GEORGE DOLAN, CITY MANAGER  
CITY OF MANHATTAN BEACH  
1500 HIGHLAND AVE  
MANHATTAN BEACH CA 90266

With a copy to:

MANHATTAN BEACH FIRE DEPT.  
400 15TH STREET  
MANHATTAN BEACH, CA. 90266

**Article 10**

**Use of Name**

- 10.1 Neither Party may use the name of the other, including the name UCLA, the Regents of the University of California, or the University of California, in any advertising, publicity, or otherwise, without the prior written approval of the other Party.

**Article 11**

**General Terms**

- 11.1 **Relationship.** This Agreement is not construed as creating a partnership, joint venture, or agency relationship among the Parties. The relationship between the parties shall at all times be that of independent contractors.

- 11.2 **Governing Law.** This Agreement must be interpreted and construed according to the laws of the State of California.
- 11.3 **Modifications.** Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.
- 11.4 **Assignment.** Neither Party may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.
- 11.5 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, the invalidity or enforceability does not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
- 11.6 **Waiver.** Waiver by any Party of any breach of any provision of this Agreement or warranty or representation shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right in this Agreement shall not operate as a waiver of such right.
- 11.7 **Entire Agreement.** This Agreement, and the Exhibits, contain the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior written or oral agreements with respect to the subject matter in the Agreement.
- 11.8 **No Third Party Beneficiaries.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated.

DATE: July 27, 2001

By: UCLA, The REGENTS OF THE UNIVERSITY OF CALIFORNIA,

By:   
On behalf of UCLA Medical Center

Michael Karpf, M.D.  
Print Name

Vice Provost, Hospital Systems  
Title

DATE: 7-13-01

THE CITY OF MANHATTAN BEACH

By:   
On behalf of Department

GEOFF DOLAN  
Print Name

CITY MANAGER  
Title

APPROVED AS TO FORM?

By:   
City Attorney

**Exhibit A**  
**Insurance**

**I. Department**

Department at its sole cost and expense shall insure its activities in connection with this Agreement by maintaining programs of insurance or self-insurance as follows:

1. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.
2. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.
3. Professional Medical Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.
4. Workers' Compensation and Employers Liability Self-Insurance Program covering City's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of Department and the City.

The coverages referred to under Sections 1 and 2 above shall include UCLA as an insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Department and the City, its officers, employees and agents under this Agreement. Department and the City, upon execution of this Agreement, shall furnish UCLA with Certificates of Self-Insurance evidencing compliance with all requirements.

**II. UCLA**

UCLA at its sole cost and expense shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.
2. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.
3. Professional Medical and Hospital Liability Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.

4. Workers' Compensation and Employers Liability Self-Insurance Program covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of UCLA.

The coverages referred to under Sections 1 and 2 above shall include Department and City as insureds. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, employees and agents under this Agreement. UCLA, upon execution of this Agreement, shall furnish Department with Certificates of Self-Insurance evidencing compliance with all requirements.

### **III. NOTICE**

Each party shall provide the other with at least thirty (30) days advance written notice to the names set forth in Article 9 of this Agreement of any changes, modifications or cancellations of the above coverages.

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment is made and entered into by and between The Regents of the University of California, on behalf of the University of California, UCLA Center for Prehospital Care ("UCLA") and the City of Manhattan Beach ("CITY"), is made with reference to the following:

- A. On July 1, 2001, UCLA and City entered into a Services Agreement ("Agreement") for UCLA to provide Continuing Education and Quality Improvement Services for City's EMT and EMT-Paramedics.
- B. City and UCLA desire to modify the AGREEMENT in order to add additional terms.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- I. Article 4 of the Agreement is amended so that the term of the Agreement is extended through June 30, 2005. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in the Agreement.
- II. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
- III. This Amendment shall be effective on the date it is signed on behalf of the City.

All other terms of the AGREEMENT remain in full force and effect.

UCLA

Dated: 8-30-04

By [Signature]

J. Thomas Rosenthal  
Associate Vice Chancellor

CITY

Dated: 8-30-04

By [Signature]

Name [Signature]

ATTEST

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

By [Signature]  
City Attorney

SECOND AMENDMENT TO SERVICES AGREEMENT

This First Amendment is made and entered into by and between The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care ("UCLA") and the City of Manhattan Beach ("CITY"), and is made with reference to the following:

- A. On July 27, 2001, UCLA and City entered into a Services Agreement ("Agreement") for UCLA to provide Continuing Education and Quality Improvement Services for City's EMT and EMT-Paramedics.
- B. On August 30, 2004, UCLA and City entered into the First Amendment to Services Agreement to extend the term to June 30, 2007.
- C. City and UCLA desire to modify the AGREEMENT in order to add additional terms.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- I. Article 4 of the Agreement is amended so that the term of the Agreement is extended through June 30, 2008. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in the Agreement.
- II. Article 6 of the Agreement is amended so compensation for services covered under the Agreement is \$26,291.22 per year (\$2,190.94 monthly).

Except as expressly set forth herein, all terms and conditions of the Agreement and the First Amendment shall remain in full force and effect.

UCLA

Dated: \_\_\_\_\_

By 

J. Thomas Rosenthal  
Associate Vice Chancellor

CITY

Dated: 7/9/07

By Frank Chiella

Name Frank Chiella  
Battalion Chief



Cert. No. 20100423

UCLA Medical Center  
10833 Le Conte Avenue  
Los Angeles, CA 90095  
(310) 794-3500

This certificate is issued to:

Manhattan Beach Fire Department  
400 15th Street  
Manhattan Beach, CA 90266

**UNIVERSITY OF CALIFORNIA  
CERTIFICATE OF SELF-INSURANCE  
PROFESSIONAL MEDICAL & HOSPITAL LIABILITY**

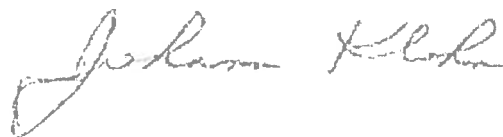
(Bodily Injury, Property Damage, and Personal Injury Arising from Acts of Omissions in the Course and Scope of employment as Defined by the California tort Claims Act Only)

Type of Coverage	Limits
<b>I. PROFESSIONAL MEDICAL AND HOSPITAL LIABILITY:</b>	\$1,000,000 each occurrence/ \$3,000,000 aggregate
<b>II. SPECIAL TERMS &amp; CONDITIONS:</b> <ol style="list-style-type: none"> <li>1. This certificate is issued in connection with work performed by Paramedic Training Course Students (Med Center Unit--Center for Prehospital Care) at Manhattan Beach Fire Department. This Certificate is valid only for work performed within the course and scope of his/her University employment. University employees are covered except where they act or fail to act because of actual fraud, corruption, or actual malice (California Tort Claims Act, Government Section 810).</li> <li>2. The self-insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Management, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.</li> </ol>	

Should any of the above described insurance programs be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: 07/01/2010

CERTIFICATE EXPIRES: 06/30/2011



\_\_\_\_\_  
AUTHORIZED SIGNATURE  
Hospital Risk Manager